

1893, and that, under that rule, the property therein passed to the defendant company: but (2) assuming the property did not pass, the plaintiffs could have no lien on the money in Court which represented a portion of the price payable to the defendant company under the original contract. Their Lordships intimate a doubt as to the correctness of *Beclamy v. Davey*, 1891, 3 Ch. 540.

WILL—REAL ESTATE—DEVISE AFTER DEATH OF TENANT FOR LIFE TO HIS HEIRS AND ASSIGNS—GIFT OVER IN CASE OF DEATH LEAVING, OR NOT LEAVING, ISSUE—DEFEASABILITY RESTRICTED TO DEATH IN LIFETIME OF TENANT FOR LIFE.

*In re Brailsford, Holmes v. Crompton & E. El. Bank* (1916) 2 Ch. 536. The testator, by the will in question in this case, devised lands to trustees in trust for the testator's widow for life, and after the death of his widow he devised the lands to his son "his heirs and assigns" and he further devised the property to his daughter if his son should die without issue, and if he died leaving issue, then he devised it to such issue in equal shares. The question, therefore, which Sargant, J., had to determine was, whether the gift over took effect on the death of the son whenever it might happen, or whether the gift over only took effect in case he should die in the lifetime of the tenant for life, and the learned Judge adopted the latter alternative, being of the opinion that the gift in fee simple was not intended to be reduced, in any event, to a mere life estate, as it would be, if the other alternative were adopted. He therefore held that the gift in fee indicated an intention that the contingency provided for by the testator was the death of the son in the lifetime of the tenant for life, and not his death at any time.

CHARTER-PARTY — EMPLOYMENT FOR CARRIAGE OF OIL AS CHARTERERS SHOULD DIRECT—LIBERTY TO SUB-LET ON ADMIRALTY OR OTHER SERVICE—REQUISITION OF SHIP BY ADMIRALTY—EMPLOYMENT OF FOR TRANSPORT OF TROOPS—EFFECT OF REQUISITION.

*Tamplin S.S. Co. v. Anglo-Mexican P.P. Co.* (1916) A.C. 397. This was an appeal from the decision of the Court of Appeal (1916) 1 K.B. 485 (noted ante, vol. 52, p. 217). The question was whether, on the proper construction of the charter-party, the requisitioning of the vessel by the Admiralty for war purposes put an end to the charter-party. The Courts below held that it did not, and the House of Lords (Lord Buckmaster, L.C., and Lords Loreburn and Parker—Lords Haldane and Atkinson dissenting), have now affirmed the decision.